

SEWAGE TREATMENT AGREEMENT
BETWEEN
NORTH SIOUX CITY, SOUTH DAKOTA
AND
SIOUX CITY, IOWA

THIS AGREEMENT, made and entered into by and between the CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, a Municipal Corporation herein-after referred to as "North Sioux City" and the CITY OF SIOUX CITY, IOWA, a Municipal Corporation, hereinafter referred to as "Sioux City",

WITNESSETH:

WHEREAS, Sioux City has undertaken the construction of lift stations, sewage treatment facilities, and appurtenances thereto for the purpose of providing for the collection and treatment of industrial and domestic wastes originating in North Sioux City; and

WHEREAS, the present facilities in Sioux City are capable of receiving and treating additional wastes; and

WHEREAS, North Sioux City has undertaken the construction of a sewerage system of interceptor sewer and lift stations and appurtenances thereto for the purpose of collecting and transporting sewage originating in North Sioux City for treatment; and

WHEREAS, Sioux City has been receiving and treating sanitary sewage from North Sioux City pursuant to Agreement for the past six years more or less; and

WHEREAS, the City of Sioux City is now under order from the Federal and State Governments to construct sanitary sewage facilities capable of secondary and higher degrees of treatment; and

WHEREAS, the Governments' mandate of secondary and higher treatment involves new guidelines and regulations, all of which result in additional expense for all parties concerned making new agreements and understandings necessary at this time.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, it is hereby mutually agreed as follows:

DEFINITIONS

1. As used in this Agreement, the following terms shall have the meanings respectively ascribed to them:

2. "Contributing City Unit Rate" means that charge to North Sioux City for each 1,000 gallons of normal strength domestic sewage received from North Sioux City that is treated by Sioux City. The "contributing city unit rate" shall be determined in accordance with the User Charge Plan attached hereto and by this reference made a part hereof.

3. "User Charge Plan" means that plan adopted by the City Council of the City of Sioux City, Iowa, which establishes rates, rules and regulations for the operation and maintenance of the collection, delivery and treatment of the sanitary sewage generated in the metropolitan area of Sioux City, Iowa, as approved in accordance with special grant conditions of the Iowa State Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) of the Federal Government or their successors. This user charge plan is subject to review and modification annually by the City Council, the DEQ and EPA.

4. "Service Charge" means a charge of 7% of that part of the contributing city unit rate attributable to treatment of sewage and shall be for support services given the sewage treatment operation by other departments of Sioux City administration, the cost of which is not reflected in either delivery costs or treatment costs. This charge also compensates for the burden of ultimate responsibility for assuring compliance with State and Federal requirements governing treatment of wastes.

5. "Normal Strength Domestic Sewage" means sewage which has no more than 300 parts per million of suspended solids and the five day B.O.D. does not exceed 250 parts per million. The grease content shall not exceed 100 parts per million.

6. "Major Industrial User" means any person, firm, or corporation owning, and includes the occupants of, any land, parcel of real estate of buildings where waste is produced which is discharged into the sewer system and which:

- (A) Has an industrial waste discharge of twenty-five thousand gallons of equivalent normal domestic waste, or

- (b) Has an industrial waste discharge greater than 5% of the flow to the treatment plant.
- (c) Has in its waste, a toxic pollutant in amounts as defined in standards issued under Section 307 (a) of the Federal Water Pollution Control Act Amendments of 1972, or
- (d) Is found by Sioux City to have significant impact, either singularly or in combination with other contributing industries, on their treatment works or upon the quality of effluent from that treatment works.

7. "Industrial-Commercial Users" means a user contributing average flows of 25,000 gallons or more a day of normal strength domestic sewage as defined herein, but not having a sampling station approved by the Utility Director, and sewage contribution is allocated on the basis of water meter readings. Industrial Commercial users shall be in the applicable industrial cost recovery standard industrial classification manual and shall be subject to industrial cost recovery.

TERMS OF AGREEMENT

8. This Agreement shall become effective on the _____ day of _____, 1979, and shall remain effective until such time that either party gives written notice addressed to the other party's Mayor and filed with the respective City Clerk of its intention to either terminate the Agreement or to enter into negotiations to modify the existing Agreement in whole or in part. In the event notice is given to terminate the Agreement in the proper manner set forth above, said Agreement shall stand terminated four (4) years from the date of the receipt of said notice. In the event notice is given by either party hereto of intent to renegotiate this Agreement in whole or in part, said notice shall specify the areas to be renegotiated and the proposed new terms of this Agreement thirty (30) days in advance of any meeting by the parties hereto to renegotiate.

OBLIGATIONS OF SIOUX CITY

9. Sioux City agrees to receive, pump, carry and provide primary, secondary and higher treatment for sanitary sewage originating

within the corporate limits of North Sioux City delivered to Sioux City's interceptor on Riverside Boulevard. Sioux City agrees that the treatment provided shall meet all present and future Federal requirements imposed on Sioux City and all present and future requirements of the State of Iowa imposed on Sioux City for all sanitary sewage originating within the corporate limits of North Sioux City.

10. Sioux City shall provide and maintain its portion of the sewage treatment facilities sufficient to meet all applicable requirements of the pertinent Federal and State authorities having jurisdiction, and shall hold North Sioux City harmless from any compliance order issued by the pertinent Federal or State authorities having jurisdiction against said treatment facilities, delivery systems and collection systems located in the State of Iowa, except for that portion of the North Sioux City force main and sewer system between North Sioux City and the City of Sioux City interceptor on Riverside Boulevard.

OBLIGATIONS OF NORTH SIOUX CITY

11. North Sioux City, at its own expense, shall continue to operate, maintain and shall be responsible for all of the necessary facilities to collect, carry, meter and pump its wastes to the Sioux City sewer system. The point of connection to the Sioux City sewer system shall be at a manhole located on a trunk main at the intersection of Military Road and Riverside Boulevard in Sioux City. The meter used shall be a magnetic flow type with a totalizer on the meter and a transmitter for sending a telemetered signal to a remote recording chart and totalizer located at the Riverside Lift Station in Sioux City. The housing for the metering device, maintenance, and responsibility thereof shall be at the expense of North Sioux City. The meter housing shall be constructed to provide an adequate sampling point for Sioux City's automatic sampler. The design criteria shall be furnished by Sioux City. Sioux City shall have the right to

use and tap into the gravity flow portion of the sanitary sewer that lies in the right-of-way on Military Road between the Big Sioux River and Riverside Boulevard. At such time as Sioux City shall connect and tap onto the gravity portion of the sanitary sewer, Sioux City shall assume the maintenance of said gravity main. In all events, however, a sufficient portion of the gravity portion of the sanitary sewer shall be reserved in the gravity main to assure North Sioux City of adequate capacity for future expansion.

12. The rate charged to North Sioux City by Sioux City for sewage treatment (hereinafter "contributing city unit rate") as contemplated by this agreement from and after the _____ day of _____, 1979, shall be established by ordinance by the City Council of Sioux City. Such rate shall be reviewed annually in accordance with paragraph 13.08.100 of the User Charge Ordinance of Sioux City and adjusted accordingly based upon actual costs of operation plus a support charge. North Sioux City shall pay for its sewage treatment on the basis of monthly bills payable twenty-one (21) days after receipt of each bill from Sioux City.

13. North Sioux City agrees that before any new or existing industrial user, or process, or business, whose sewage exceeds or might exceed the normal domestic sewage strength as defined herein and whose total discharge into the sewer system equals or exceeds 25,000 gallons per day be connected to the North Sioux City sewer system, Sioux City must consent to said connection. Said consent shall not be withheld unreasonably. In the event of disagreement by the two cities as to the strength and flow of sewage from any industrial user, there shall be a sampling of the sewage on the basis of a 24-hour-composite sample which may be verified by a three (3) day sample using Sioux City's automatic sampling device. Sioux City shall prescribe the minimum fees for the cost of treatment and industrial payback, if any, to be charged such user; provided, however, that said fees for treatment

and industrial payback to be charged to industrial users in North Sioux City shall be no less than the treatment and industrial payback fees charged by Sioux City to similar users located in Sioux City. They shall also be subject to any special conditions of the Federal Government that apply to an industrial user of Sioux City's sewage treatment facilities; and guidelines or rules that may be established by Sioux City relative to industrial users, provided said guidelines are applied uniformly within the two cities; and State or Federal guidelines for cost allocation including capital, operational and replacement costs.

14. All other wastes other than domestic sewage originating in North Sioux shall be in compliance with all applicable pretreatment requirements of the United States Environmental Protection Agency and the Iowa Department of Environmental Quality. Such pretreatment requirements may include, but are not limited to oils, toxic metals, biocides, dissolved salts, acids, and alkalis or any other materials that may violate applicable steam or effluent standards. North Sioux City agrees, that in the event the content of the sewage received from North Sioux City exceeds normal domestic strength sewage and such excesses cannot be traced to the source or sources, North Sioux City shall construct such pre-treatment facilities that will result in a discharge of normal domestic strength sewage if requested by Sioux City to do so. In the event that such pre-treatment facilities are not under construction within six (6) months from written notice by Sioux City and completed within eighteen (18) months therefrom, Sioux City shall have the right to charge North Sioux City on the same basis as major industrial users. Any material which could damage the sewers, lift stations, or the sewage treatment plant process shall be prohibited, and North Sioux City shall be responsible for the expenses of any and all repairs occasioned thereby. The sampling of the sewage shall be on the basis of a 24-hour-composite sample which may be verified by a three (3) day sample using Sioux City's automatic sampling device.

15. North Sioux City agrees to limit the amount of sewage delivered to Sioux City's sewage collection system to less than 300,000 gallons per day or 9,000,000 gallons per month. In the event North Sioux City exceeds this maximum amount of sewage flow, this agreement shall be renegotiated.

MUTUAL OBLIGATIONS

16. North Sioux City and Sioux City agree to adopt the necessary ordinances and such other additional rules and regulations that may be required by the State of Iowa and State of South Dakota and the United States Environmental Protection Agency for proper control of the sanitary sewer systems and treatment facilities. Such ordinance shall also establish rates for private, commercial and industrial users which are in accordance with applicable Federal guidelines. In addition, such ordinances (and additional rules and regulations as may be necessary) shall control the construction, operation and maintenance of the sanitary sewers and treatment facilities so they will meet or exceed the Environmental Protection Agency guidelines.

17. There shall be a mutual inspection of facilities mentioned in this agreement at any time either party may request such inspection. If, as a result of such inspection, it is determined by either party that there is discrepancy in data and this discrepancy cannot be resolved by the parties, then, a third party, who is known to be an expert concerning the area of contention, shall be mutually agreed upon by both parties to resolve the discrepancy. Any costs involved in resolution of the discrepancy shall be shared equally by both parties.

18. Except for unavoidable and unintentional infiltration and inflow, no storm water shall be permitted to enter the sanitary system and if any sewers under the control of North Sioux City at the present time are combined sewers, steps will be taken on the part of North Sioux City to separate the storm water flow from

the sanitary sewage to be completed within one (1) year from the signature date of this Agreement and no future storm water connections will be permitted to the sanitary sewer line.

19. At any time, either party hereto may request from the other the disclosure of a rate being charged to any user and said rate shall be disclosed forthwith. The parties hereto agree that their respective books and records may be inspected by the other party at any reasonable time and place upon request.

20. Any limitation respecting the chemical content of wastes that may be permitted to enter Sioux City's sanitary sewerage treatment system shall apply uniformly to the two cities which are parties to this Agreement.

MISCELLANEOUS PROVISIONS

21. If for any reason any part of this Agreement is held unconstitutional or void, said decision shall not affect the validity of the remaining portions of this Agreement.

22. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties hereto.

23. This Agreement, upon its effective date, replaces and hereby voids and nullifies any previous agreement governing the treatment of North Sioux City's sewage by Sioux City.

24. That part of the industrial payback received from major industrial users located in North Sioux City which is available for discretionary spending by local authorities as authorized by Federal laws and regulations shall be retained by North Sioux City.

25. This Agreement is subject to the approval of the Iowa Attorney General and the South Dakota State Department of health.

IN WITNESS WHEREOF, North Sioux City has caused these presents to be executed in its name by its Mayor and its corporate seal to be hereunto affixed and attested by its City

Clerk, all pursuant to Resolution No. _____,
duly adopted by its City Council at a meeting held on the
5 day of July, 1979;

CITY OF NORTH SIOUX CITY

BY: Arthur J. Street
MAYOR

ATTEST: Marie Brown
CITY CLERK

CITY OF SIOUX CITY, IOWA

BY: Donald H. Lawson
MAYOR

ATTEST: [Signature]
CITY CLERK

This Agreement is approved by the Iowa Attorney General:

(Title)

This Agreement is approved by the South Dakota Department of Health:

(Title)

MISCELLANEOUS PROVISIONS

24. If for any reason any part of this Agreement is held unconstitutional or void, said decision shall not affect the validity of the remaining portions of this Agreement.

25. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties hereto.

26. This Agreement, upon its effective date, replaces and hereby voids and nullifies any previous agreement governing the treatment of Sergeant Bluff's sewage by Sioux City.

27. That part of the industrial payback received from major industrial users located in Sergeant Bluff which is available for discretionary spending by local authorities as authorized by Federal laws and regulations shall be retained by Sergeant Bluff.

IN WITNESS WHEREOF, Serfeant Bluff has caused these presents to be executed in its name by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, all pursuant to Resolution No. 79-21, duly adopted by its City Council at a meeting held on the 16 day of August, 1979; and Sioux City has caused these presents to be executed in its name by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, all pursuant to Resolution No. S-_____, duly adopted by its City Council at a meeting held on the _____ day of _____, 1979.

CITY OF SERGEANT BLUFF, IOWA

BY: Ray Mann

MAYOR

ATTEST: Don Ellum

CITY CLERK

CITY OF SIOUX CITY, IOWA

BY: Donald H. Lawenson

MAYOR

ATTEST: [Signature]

CITY CLERK